

Insights Standard Terms and Conditions

- (1) **Price and Terms of Payment:** Unless otherwise stated the price will be in U.S. Dollars excluding applicable taxes and payment is required in the same currency within **30 days of invoice**. If Insights is required to confirm a Purchase Order Number on invoices, the Purchase Order Number must be supplied to Insights in advance of delivery of products and services. If any payment is not received within 30 days Insights shall be entitled to cancel or suspend any further performance or delivery of products and services and charge interest on the amount unpaid at the rate of the lesser of eighteen per cent (18%) per annum or the highest rate allowed by applicable law until payment in full has been received.
- (2) **Costs and Expenses:** The choice of venue and associated costs for any event are the responsibility of the client. (note: experience has shown that typically off site venues work best for interventions). Insights will charge for all reasonable expenses incurred in relation to the provision of products and services, including but not restricted to all travel, hotel accommodation and meals for the facilitator(s). Travel by road will be charged at the allowable IRS mileage rate from the home of the facilitator to the location of the event. Wherever possible these will be agreed in advance and Insights shall make available all receipts and vouchers as requested. The carriage of materials and resources to / from the venue shall be paid by the client.
- (3) **Cancellation:** Cancellation of services by clients will be subject to the following charges:
 - a. Cancellation within 28 – 15 days from the date scheduled for delivery of the Products and Services: 50% of fees and materials costs and 100% of non-recoverable expenses.
 - b. Cancellation within 14 – 1 days from the date scheduled for delivery of the Products and Services: 100% of fees, materials costs and non-recoverable expenses.
- (4) **Delivery:** Any dates quoted for delivery or performance of the products and services are approximate only and while Insights will use all reasonable endeavours to meet the proposed timetable, Insights shall not be liable for any claims resulting from any delays in performance howsoever caused. In particular, clients must ensure that Insights receives all the information requested (including completed Insights Evaluators) by the dates required. Failure to supply this information timely may affect Insights' ability to supply its goods and services.
- (5) **Intellectual Property:** Any and all intellectual property rights used or generated by Insights in the provision of the products and services (including all rights in software) shall be the exclusive property of Insights. Clients are not entitled to amend, modify, copy, adapt or re-use Insights' intellectual property or in any way, alter, obliterate, conceal, or copy any intellectual property rights of Insights. Clients must not copy, produce, make, modify, manufacture, supply or assist any other party to copy, produce, make, modify, manufacture or supply Insights' products, services, or any material incorporating Insights' intellectual property or any part thereof for use, sale, or other purpose. Through the sale of products and services Insights grants a non-exclusive and non-transferable licence to Insights' client to utilize Insights' intellectual property and the products and services for the purposes of internal learning and development only, subject to the payment of all applicable charges. The products and services and the related intellectual property rights cannot be used and/or delivered by or to unauthorized participants or third parties in any way. Where the attendance of any individual employee or other representative of Client is included in a program delivered by Insights which allows that individual to become accredited in certain of Insights Products and Services as a "Client Practitioner", Client agrees to ensure that each Client Practitioner complies with the Client Practitioner Terms and Conditions which can be viewed at <http://www.insights.com/1910/client-practitioner-terms-and-conditions-.html>.
- (6) **Data Protection & Privacy:** Insights' data protection and privacy policies as amended or updated from time to time apply to the provision of products and services by Insights. Insights' current data protection and privacy policies can always be found at www.insights.com.
- (7) **Liability:** Insights shall use reasonable skill and diligence in the delivery and performance of

products and services. However, INSIGHTS MAKES NO WARRANTY EXPRESS OR IMPLIED, RESPECTING THE PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES AND REPRESENTATIONS ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW AND INSIGHTS SHALL BE UNDER NO LIABILITY IN RESPECT OF ANY DEFICIENCY IN THE PRODUCTS AND SERVICES AND SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT LOSS WHATSOEVER WHICH ARISES OUT OF OR IN CONNECTION WITH THE SUPPLY OR USE OF PRODUCTS AND SERVICES.

- (8) **Bribery & Corruption:** Insights has a zero tolerance approach to bribery and corruption. Clients are requested to report any instance of suspected or actual improper conduct by any Insights employee or other person engaged by Insights in confidence to Insights' chief executive at the address set out above.
- (9) **Dispute:** Insights will attempt in good faith to resolve any dispute or claim arising out of or relating to the provision of its products and services through negotiations. These terms of business and the provision of products and services shall be governed by Texas law without regard to conflicts of law provisions unless otherwise agreed.
- (10) **Precedence:** In the event that Insights enters into an agreement for the supply of products and services with a client and there is any conflict between the terms of that agreement and these standards terms of business, the terms of the agreement for the supply of products and services shall take precedence.